

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

In re:

City of Detroit, Michigan,

Debtor.

Bankruptcy Case No. 13-53846  
Honorable Thomas J. Tucker  
Chapter 9

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**EXHIBIT E (HAP PLAN) IN SUPPORT OF DPLSA'S RESPONSE IN  
OPPOSITION TO CITY OF DETROIT'S MOTION FOR (I) DETERMINATION  
THAT THE DETROIT POLICE LIEUTENANTS AND SERGEANTS  
ASSOCIATION HAS VIOLATED THE TERMS OF THE CITY OF DETROIT'S  
CONFIRMED PLAN OF ADJUSTMENT AND THE ORDER CONFIRMING IT;  
AND (II) ORDER (A) ENJOINING FURTHER VIOLATIONS AND  
(B) REQUIRING DISMISSAL OF STATE ACTIONS [DOCKET NO. 9656]**

PART 2 OF 5

**RIDER 124**

**HOME HEALTH CARE - UNLIMITED DAYS**

**To the Health Alliance Plan  
HMO Subscriber Contract**

This Rider amends the HMO Subscriber Contract to add coverage for unlimited Medically Necessary home health care days to the Home Health Care benefit. This Rider is effective as of the date shown on the identification card issued in connection with this Rider.

- I. The Section entitled **Services and Benefits** is amended by deleting Section (b) of the Home Health Care benefit description and replacing it with the following:

**Home Health Care**

- (b) The number of visits for Medically Necessary approved home health care shall be determined by HAP's accepted benefit, referral and practice policies.

All other terms and conditions of the Contract remain in full force and effect except as specifically amended by this Rider.

- II. The Section entitled **Payment of Premiums and Copayments** is amended by the addition of the following:

An additional rate for Covered Services, set forth in this Rider and in a written notice by HAP to the Remitting Agent or the Subscriber, shall be paid in addition to the Premium for the HMO Subscriber Contract.

Until further notice, all terms, limitations, exclusions, and conditions of the HMO Subscriber Contract remain unchanged except as provided in this Rider.

**RIDER 126**

**ASSISTED REPRODUCTIVE TECHNOLOGIES**

**To the Health Alliance Plan  
HMO Subscriber Contract**

This Rider amends the HMO Subscriber Contract to add coverage for limited Assisted Reproductive Technologies to the Reproductive Care and Family Planning Services benefit. This Rider is effective as of the date shown on the identification card issued in connection with this Rider.

- I. The Section entitled **Services and Benefits** is amended by the addition of the following limited Assisted Reproductive Technologies to the **Reproductive Care and Family Planning Services** benefit description:
  - (a) Assisted Reproductive Technologies (ART) are forms of achieving pregnancy after a diagnosis of infertility has been established. Covered ART procedures are limited to artificial insemination procedures, including intrauterine insemination (IUI) and intracervical insemination (ICI). All other forms of ART remain not covered.
    - (1) Covered Services include ART when ordered and provided by Affiliated Providers for female Members between the ages of 21 and 42 who have undergone infertility treatment, which has been unsuccessful in restoring fertility.
    - (2) Coverage for ART is limited to one attempt of artificial insemination per lifetime, including all services performed leading up to the attempt, (i.e. lab tests, ultrasounds, office visits and other procedures performed after a diagnosis of infertility has been established), even if artificial insemination does not actually take place. Sperm washing is limited to one procedure per lifetime.
- II. The Section entitled **Exclusions** is amended by addition of the following limited Assisted Reproductive Technologies to the Reproductive Care and Family Planning Services benefit exclusions:
  - (a) Artificial insemination required due to voluntary, surgically-induced sterilization of either partner.
  - (b) Artificial insemination required due to the absence of a male partner.
  - (c) Artificial insemination for female Members 43 years of age or older or 20 years of age or younger.
  - (d) All tests, services, procedures, diagnostics, and attempts of artificial insemination after HAP has paid for services related to an attempt of artificial insemination.
  - (e) Any ART other than artificial insemination (either IUI or ICI).
- III. The Section entitled **Payment of Premiums and Copayments** is amended by the addition of the following:

An additional rate for Covered Services, set forth in this Rider and in a written notice by HAP to the Remitting Agent or the Subscriber, shall be paid in addition to the Premium for the HMO Subscriber Contract.

Until further notice, all terms, limitations, exclusions, and conditions of the HMO Subscriber Contract remain unchanged except as provided in this Rider.

**RIDER 148**

**BARIATRIC SURGERY  
RIDER**

**To the Health Alliance Plan  
HMO Subscriber Contract**

This Rider amends the HMO Subscriber Contract to provide coverage for Bariatric Surgery without a Copayment. The Premium shall be adjusted by an amount set forth from HAP to your Group or Remitting Agent.

The Section entitled **Services and Benefits** is amended by deleting **Weight Loss Programs and Services** and replacing it with the following:

**Weight Loss Programs and Services**

If HAP's guidelines are met, the following weight loss services are covered when ordered and arranged for by a HAP Affiliated Provider and approved by HAP or its designee:

- (a) Weight loss programs conducted by a HAP Affiliated Provider, limited to one program per lifetime. Programs are covered for a period not to exceed 12 months.
- (b) Bariatric surgery performed at a facility approved by HAP. Services must be Medically Necessary according to HAP's benefit, referral and practice policies.

Until further notice, all terms, limitations, exclusions, and conditions of the HMO Subscriber Contract remain unchanged except as provided in this Rider.

**RIDER 355**

**OFFICE VISIT  
\$25 COPAYMENT RIDER  
(Excluding Preventive Services)**

**To the Health Alliance Plan  
HMO Subscriber Contract**

This Rider amends the HMO Subscriber Contract to add a \$25, or 50% of HAP's reimbursement, whichever is less, Copayment per visit to any Affiliated Provider, Physician Network or Medical Group for Mental Health Services or Chemical Dependency Services. The Premium shall be adjusted by an amount set forth in a written notice from HAP to your Group or Remitting Agent.

The Section entitled **Payment of Premiums and Copayments** is amended by adding the following:

The Copayment is \$25, or 50% of HAP's reimbursement, whichever is less, per visit to any Affiliated Provider, Physician Network or Medical Group for all visits regardless of the duration of the visit.

A Copayment will not be charged for Preventive Services.

Until further notice, all terms, limitations, exclusions, and conditions of the HMO Subscriber Contract remain unchanged except as provided in this Rider.

## RIDER H599

### AUTISM SPECTRUM DISORDERS COVERAGE

#### To the Health Alliance Plan HMO Subscriber Contract

This Rider amends the HMO Subscriber Contract (Contract) to add coverage for Autism Spectrum Disorders. Any exclusion of benefits for Autism under the Contract or associated Riders is overridden by this Rider.

The Section entitled **Definitions** is amended by adding the following:

**"Applied Behavior Analysis" ("ABA")** means the design, implementation, and evaluation of environmental modifications, using behavioral stimuli and consequences, to produce significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior.

**"Autism Spectrum Disorders" ("ASD")** means any of the following pervasive developmental disorders as defined by the diagnostic and statistical manual:

1. Autistic disorder.
2. Asperger's disorder.
3. Pervasive developmental disorder not otherwise specified.

**"Behavioral Health Treatment"** means evidence-based counseling and treatment programs, including Applied Behavior Analysis that meets both of the following requirements:

1. Are necessary to develop, maintain, or restore, to the maximum extent practicable, the functioning of an individual.
2. Are provided or supervised by a board certified behavior analyst or a licensed psychologist so long as the services performed are commensurate with the psychologist's formal university training and supervised experience.

**"Diagnosis of Autism Spectrum Disorder"** means assessments, evaluations, or tests, including the autism diagnostic observation schedule, performed by a licensed physician or licensed psychologist to diagnose whether an individual has one of the Autism Spectrum Disorders.

**"Pharmacy Care"** means medications prescribed by a HAP Affiliated physician and related services performed by a HAP Affiliated pharmacist and any health-related services considered medically necessary to determine the need or effectiveness of the medications.

**"Psychiatric care"** means evidence-based direct or consultative services provided by a licensed HAP Affiliated psychiatrist.

**"Psychological care"** means evidence-based direct or consultative services provided by a licensed HAP Affiliated psychologist.

**"Therapeutic care"** means evidence-based services provided by a HAP Affiliated and licensed or certified speech therapist, occupational therapist, physical therapist, or social worker

**"Treatment of Autism Spectrum Disorders"** means evidence-based treatment that includes the following care prescribed or ordered for an individual diagnosed with one of the autism spectrum disorders by a licensed physician or a licensed psychologist who determines the care to be medically necessary:

1. Behavioral health treatment.
2. Pharmacy care.
3. Psychiatric care.
4. Psychological care.
5. Therapeutic care.

The Section entitled **Services and Benefits** is amended by adding the following:

#### **Autism Spectrum Disorders Coverage**

HAP will pay for the Diagnosis of Autism Spectrum Disorder through a comprehensive multidisciplinary assessment ordered by a HAP Affiliated or Contracted Clinician for a suspected ASD for a Member who is less than 19 years old according to HAP's benefit, referral and practice policies.

HAP will pay for the Treatment of Autism Spectrum Disorder for a Member who is less than 19 years old who meets the following criteria:

1. The Member has been diagnosed with one of the ASD by a HAP Affiliated or Contracted Clinician.
2. A written treatment plan including objectives and goals of treatment has been submitted by a HAP Affiliated provider and approved by HAP.
3. The Member demonstrates progress toward the approved treatment goals and objectives.
4. A new treatment plan is submitted and approved by HAP every six (6) months for continued treatment.
5. Treatment is prescribed or ordered by an Affiliated or Contracted Physician or Psychologist.
6. Treatment is provided by a professional and/or facility within the HAP autism network, or is otherwise approved by HAP.
7. Treatment is provided by a health professional who meets all state licensing and certification requirements and is within the scope of their practice.

HAP specifically reserves the right to adopt policies and procedures surrounding the provision of benefits for Autism Spectrum Disorders.

The Section entitled **Exclusions and Limitations** is amended by adding the following:

#### **Autism Spectrum Disorders Coverage**

1. Coverage for the treatment of ASD through ABA is limited to medically appropriate services according to Our benefit, referral and practice policies.
2. Members must have a Prescription Drug Plan rider for Pharmacy Care coverage.
3. Coverage is subject to any limitations that otherwise may apply to services under the Contract, including Deductible, Copayment and Coinsurance. However, physical therapy, occupational therapy and speech therapy for the Treatment of Autism Spectrum Disorders shall not be limited to the number of visits otherwise permitted under the Contract for therapeutic treatments.
4. Diagnosis and treatment for Members age 19 years and older is not covered.
5. Services that are considered primarily related to improving academic or work performance are not covered.

6. Treatment is not covered for Members that do not demonstrate progress toward the treatment goals and objectives.
7. Procedures and services for the assessment and/or treatment of ASD which are not supported by evidence-based peer-reviewed literature according to HAP's benefit, referral and practice policies.

All other terms, limitations, exclusions, and conditions of the HMO Subscriber Contract remain unchanged unless inconsistent with the provisions of this Rider.



RIDER HK20

**\$6,350/\$12,700 OUT-OF-POCKET MAXIMUM RIDER**

**To the Health Alliance Plan  
HMO Group Subscriber Contract**

This Rider amends the HMO Group Subscriber Contract to establish and define the following Out-of-Pocket Maximums.

1. The following Out-of-Pocket Maximums are added:

Individual Out-of-Pocket Maximum..... \$6,350  
Family Out of Pocket Maximum..... \$12,700

2. The definition of Out-of-Pocket Maximum is deleted and replaced with the following:

**Out-of-Pocket Maximum** means the maximum dollar amount that the Subscriber and Dependents must pay for all Covered Services each Benefit Period before We, subject to the terms and conditions of the Contract, begin to pay 100% of Covered Services incurred during that same Benefit Period. The Out-of-Pocket Maximum includes all Copayments, Deductibles and Coinsurance amounts that the Subscriber and Dependents pay for any Covered Service.

a. **Individual Out-of-Pocket Maximum**

This is the Out-of-Pocket Maximum amount that the Subscriber and each Dependent must pay for Covered Services each Benefit Period. These amounts are applied toward the Out-of-Pocket Maximum for the Subscriber and each Dependent individually.

b. **Family Out-of-Pocket Maximum**

This is the Out-of-Pocket Maximum amount that the Subscriber and all Dependents must pay collectively for Covered Services each Benefit Period. The amounts that are applied to the Individual Out-of-Pocket Maximum are also applied to the Family Out-of-Pocket Maximum until the Family Out-of-Pocket Maximum is met.

Benefits are payable at 100% for a Subscriber or Dependent when the earlier of the following occurs during a Benefit Period:

- a. The Subscriber's or Dependent's out-of-pocket costs exceed the Individual Out-of-Pocket Maximum amount shown above; or
- b. The combined out-of-pocket costs for the Subscriber and all Dependents exceed the Family Out-of-Pocket Maximum amount shown above.

The following amounts paid by the Subscriber and Dependents do not count toward the Out-of-Pocket Maximum:

- a. Charges in excess of HAP's reimbursement (i.e. balance-billed charges),
- b. Charges in excess of any maximum benefits described in the Contract or any attached Rider,
- c. Charges for and non-covered services or exclusions described in the Contract or any attached Rider, and
- d. Premiums.

All other terms, limitations, exclusions and conditions of the HMO Group Subscriber Contract remain unchanged unless inconsistent with the provisions of this Rider.

**RIDER HMHE**  
**MENTAL HEALTH AND CHEMICAL DEPENDENCY**

**To the Health Alliance Plan**  
**HMO Subscriber Contract**

This Rider amends the HMO Subscriber Contract to provide coverage for Mental Health and Chemical Dependency.

The Section entitled **Services and Benefits** is amended by deleting the sections entitled **Mental Health Services** and **Chemical Dependency Services** and replacing it with the following services in accordance with the Mental Health Parity and Addiction Equity Act laws:

**Mental Health Services**

Coverage for Mental Disorders is limited to the most appropriate method and scope of treatment as approved by HAP or its designee. You must contact the Coordinated Behavioral Health Management department directly at (800) 444-5755 for coordination of care for mental health services.

Services must be provided by the following Affiliated Providers:

- 1) Licensed psychiatrist.
- 2) Licensed master of social work, fully/limited licensed psychologist, licensed professional counselor, or clinical nurse specialist working in an accredited mental health clinic.
- 3) Accredited mental health clinic.
- 4) A Hospital which provides mental health services.
- 5) Licensed residential treatment center.

Inpatient or Intermediate (residential) mental health treatment may include:

- 1) Semi-private room and board.
- 2) Hospital or facility based professional charges.
- 3) Attending physician charges
- 4) Partial programs which may include day treatment.
- 5) Medical services and supplies.
- 6) Residential Treatment services.

**a. Inpatient (Acute) Mental Health Services**

This level of care provides high intensity medical and nursing services in a structured environment providing 24-hour skilled nursing and medical care for an acute short term mental health condition or acute aggravation of an ongoing condition.

**b. Inpatient Intermediate (Residential) Mental Health Services**

Treatment takes place in a licensed mental health/chemical dependency facility which has 24/7 supervision on a unit that is not locked. A Nurse or psychiatrist is on site 24/7

to assist with medical issues, administration of medication, and crisis intervention as needed. The treatment team is multidisciplinary and led by a board certified psychiatrist and/or addictionologist. Treatment is focused on improving functioning, and not primarily for the purpose of maintenance of the long-term gains made in an earlier program. Residential Treatment coverage is not based on a preset number of days such as a standardized program (i.e. "30- Day Treatment Program"); admission or continued stay at this level of care is based on Medical Necessity criteria.

Residential Treatment is a structured environment that will allow the individual to successfully reintegrate into the community. It cannot be considered a long-term substitute for lack of available supportive living environment(s) in the community.

c. **23-Hour Observation**

A period of observation for up to 23 hours when services provided are less than acute level of care. Indicated for situations where full criteria for Inpatient hospitalization/Residential Treatment are not met. Observation allows additional time for information gathering or risk assessment.

d. **Mental Health Day Treatment Services**

Intensive day treatment programs may be covered in lieu of Inpatient mental health services. Intensive, non-residential level of service, similar in intensity to Inpatient, meeting for more than four hours (and generally, less than eight hours) weekdays.

e. **Outpatient Mental Health Services**

Covered outpatient mental health services may include psychiatric consultations and diagnosis and the use of other psychotherapeutic services as identified in a treatment plan approved by HAP or its designee. These visits must be provided by an appropriate Affiliated Provider who is a licensed behavioral health professional. The least intensive level of service, typically provided in an office setting for individuals or groups with limited identified time limits from 20-50 minutes (for individuals) and to 90 minutes (for group therapies) per day. Charges may include:

- 1) Evaluation and diagnostic services.
- 2) Therapeutic services including psychiatric services.
- 3) Brief intervention and counseling services.
- 4) Treatment for a Dependent including family therapy.
- 5) Group therapy sessions.
- 6) Medication reviews.

f. **Intensive Outpatient Mental Health Treatment Services**

Multidisciplinary, structured services provided at a greater frequency and intensity than outpatient treatment generally three hours per day, up to five days per week. Treatment modalities include individual, family, group and medication therapies.

**Chemical Dependency Services**

Coverage for treatment of Chemical Dependency is limited to the most appropriate method and level of treatment necessary as approved by HAP or its designee. You must contact the HAP Coordinated Behavioral Health Management department directly at (800) 444-5755 for coordination of care for chemical dependency services. Chemical Dependency services are only available when treatment is received from one of the following Affiliated Providers:

- 1) Licensed psychiatrists/licensed physicians who are addictionologists.

- 2) Licensed master of social work, fully/limited licensed psychologist, or licensed professional counselor working in an accredited mental health clinic.
- 3) Licensed chemical dependency clinic.
- 4) Bachelor degree with certified addiction counselor credentials working in a licensed residential treatment center or hospital which provides Chemical Dependency services.
- 5) A hospital which provides Chemical Dependency services.
- 6) Licensed residential treatment center.

Inpatient and Intermediate Chemical Dependency services may include charges for:

- 1) Semi-private room and board.
- 2) Hospital, facility based professional charges.
- 3) Attending physician services.
- 4) Partial programs which may include day treatment.
- 5) Detoxification services.
- 6) Residential treatment services.

a. **Inpatient Chemical Dependency Detoxification Services**

This level of care provides high intensity medical and nursing services in a structured environment providing 24-hour skilled nursing and medical care for an acute short term Chemical Dependency condition.

b. **Inpatient Intermediate (Residential) Chemical Dependency Treatment Services**

Treatment takes place in a licensed mental health/chemical dependency facility which has 24/7 supervision on a unit that is not locked. A nurse or psychiatrist is on site 24/7 to assist with medical issues, administration of medication, and crisis intervention as needed. The treatment team is multidisciplinary and led by a board certified psychiatrist and/or addictionologist. Treatment is focused on improving functioning, and not primarily for the purpose of maintenance of the long-term gains made in an earlier program. Residential treatment coverage is not based on a preset number of days such as a standardized program (i.e. "30- Day Treatment Program"); admission or continued stay at this level of care of care is based on medical necessity criteria.

c. **Chemical Dependency Outpatient/Ambulatory Detoxification**

Detoxification services provided in a structured outpatient/ambulatory program with medical and nursing supervision as identified in a defined treatment plan that achieves the set goals of safe withdrawal.

d. **Chemical Dependency Day Treatment Services**

Intensive day treatment programs for Chemical Dependency may be covered in lieu of Inpatient Chemical Dependency services, Intensive, non-residential level of service, similar in intensity to Inpatient, meeting for more than four hours (and generally, less than 8 hours) weekdays.

e. **Chemical Dependency Outpatient Services**

Covered outpatient Chemical Dependency services include Chemical Dependency consultations, and other services, such as medical testing, diagnostic evaluation and implementation of other Chemical Dependency services as identified in the treatment plan approved by HAP or its designee. These visits must be provided by an appropriate Affiliated Provider, who is a licensed behavioral health professional. The least intensive

level of service, typically provided in a office setting from 20-50 minutes (for individuals) and to 90 minutes (for group therapies) per day.

f. **Chemical Dependency Intensive Outpatient Services**

Multidisciplinary, structured services provided at a greater frequency and intensity than routine outpatient treatment generally up to three hours per day, up to five days per week. Treatment modalities include individual, family, group and medication therapies.

g. Coverage for Chemical Dependency services may include charges for:

- 1) Evaluation and diagnostic services.
- 2) Therapeutic services including psychiatric services.
- 3) Brief intervention and counseling services.
- 4) Treatment for a Dependent including family therapy.
- 5) Group therapy sessions.
- 6) Medication reviews.

The section entitled **Exclusions and Limitations** is amended by deleting **Mental Health and Chemical Dependency** and replacing it with the following:

**Mental Health and Chemical Dependency**

- 1) Inpatient hospitalizations for the treatment of Mental Disorders or Chemical Dependency that include treatment at non-approved facilities.
- 2) Services for Mental Disorders or Chemical Dependency that, according to generally accepted professional standards, are not amenable to favorable modification.
- 3) Care, services, supplies, devices or procedures related to involuntarily committed or deferred psychiatric admissions that are not rendered by or at your assigned HAP Affiliated Provider except for Emergency Services to the point of stabilization subject to the limits that generally apply to your mental health or chemical dependency benefit.
- 4) Care, services, supplies, or procedures that are cognitive in nature.
- 5) Care, services, supplies, devices or procedures that are related to court-ordered services.
- 6) Services provided outside of a covered treatment setting.
- 7) Institutional settings, transitional living centers, therapeutic boarding schools, non-licensed programs, half-way or three quarter-way houses and milieu therapies such as case management, Assertive Community Treatment (ACT), wrap-around-care services, wilderness programs, other supportive housing, and group homes.
- 8) Personal care, room and board, and domiciliary services.
- 9) Therapy for learning disabilities, developmental delays and mental retardation.
- 10) Scholastic/Educational Testing is not covered. Intelligence, Developmental Delay and Learning Disability testing and evaluations should be conducted by the child's school district.
- 11) Counseling for marital and relationship enhancement.
- 12) Counseling for religious purposes (advocation of specific religious belief) including counseling provided by a religious counselor.
- 13) Services for caffeine abuse or addiction.
- 14) Services related to sex therapy.

- 15) Treatment for personality disorders and other unclassified diagnoses unless accompanied by a clinical disorder.
- 16) Custodial care.
- 17) Marriage counseling.
- 18) Treatment of or programs for sex offenders or perpetrators of sexual or physical violence.
- 19) Services to hold or confine a person under chemical influence when no medical services are required, regardless of where the services are rendered.
- 20) The costs of a private room or apartment for Inpatient or intermediate (residential) treatment.
- 21) Non-medical services including enrichment programs such as: dance therapy, art therapy, music therapy, yoga and other movement therapies, guided imagery, consciousness raising, socialization therapy, social outings and educational/preparatory courses or classes.
- 22) School-based services for the treatment of behavioral disorders/disabilities that supplant the right of the child to their education and/or can be provided by the Dependent child's school district.

All other terms, limitations, exclusions, and conditions of the HMO Subscriber Contract remain unchanged unless inconsistent with the provisions of this Rider.